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UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

SAN FRANCISCO DIVISION

IN RE WELLS FARGO MORTGAGE-
BACKED CERTIFICATES LITIGATION

No. C-09-1376 (SI)

CONSOLIDATED CLASS ACTION

PROOF OF SERVICE BY MAIL

I, Deirdre V. Campino, the undersigned, hereby declare as follows:

1. I am over the age of 18 years and am not a party to the within cause. I am employed by Pillsbury Winthrop Shaw Pittman LLP in the County of San Francisco, State of California.

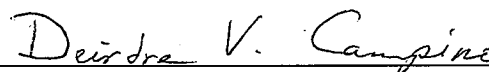
2. My business address is 50 Fremont Street, San Francisco, CA 94105-2228. My mailing address is 50 Fremont Street, P. O. Box 7880, San Francisco, CA 94120-7880.

3. On October 30, 2009, I served a true copy of the attached document(s) titled exactly **NOTICE OF MOTION AND MOTION TO DISMISS THE CONSOLIDATED CLASS ACTION COMPLAINT; MEMORANDUM IN SUPPORT OF MOTION** by placing it/them in an addressed sealed envelope and depositing it in the United States mail, first class postage fully prepaid, to the following persons, said persons not having registered as ECF users:

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I declare under penalty of perjury that the foregoing is true and correct. Executed this 30th day of October, 2009, at San Francisco, California.


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18
19 UNITED STATES DISTRICT COURT
20 NORTHERN DISTRICT OF CALIFORNIA
21 SAN FRANCISCO DIVISION

22 IN RE WELLS FARGO MORTGAGE-
23 BACKED CERTIFICATES LITIGATION

Case No. C-09-1376 (SI)

**CONSOLIDATED CLASS ACTION
ECF**

**NOTICE OF MOTION AND MOTION
TO DISMISS THE CONSOLIDATED
CLASS ACTION COMPLAINT;
MEMORANDUM IN SUPPORT OF
MOTION**

Date: January 29, 2010

Time: 9 a.m.

Courtroom: 10, 19th Floor

Judge: Hon. Susan Illston

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NOTICE OF MOTION AND MOTION

TO PLAINTIFFS AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on Friday, January 29, 2010, at 9:00 a.m., or as soon thereafter as counsel may be heard, in Courtroom 10 of this Court, located at 450 Golden Gate Avenue, 19th Floor, San Francisco, California 94102, before the Honorable Susan Illston, United States District Judge, defendants Goldman, Sachs & Co. ("Goldman Sachs"), Morgan Stanley & Co. Incorporated ("Morgan Stanley"), JP Morgan Securities, Inc. *as successor-in-interest to* Bear, Stearns & Co., Inc. and Bear, Stearns & Co., Inc. (together, "Bear Stearns"), Deutsche Bank Securities, Inc. ("Deutsche Bank"), UBS Securities, LLC ("UBS"), Credit Suisse Securities (USA) LLC ("Credit Suisse"), RBS Securities, Inc. ("RBS"), Barclays Capital, Inc. ("Barclays"), Banc of America Securities, LLC ("BofA"), HSBC Securities (USA), Inc. ("HSBC"), Citigroup Global Markets, Inc. ("Citigroup"), Countrywide Securities Corporation ("Countrywide") and Merrill Lynch, Pierce, Fenner & Smith, Inc. ("Merrill Lynch") (collectively, the "Underwriter Defendants") will and hereby do move this Court to dismiss, with prejudice, all purported claims asserted against the Underwriter Defendants in Plaintiffs' Consolidated Class Action Complaint filed August 31, 2009 (Dkt. 133) (the "Complaint").

This motion is made pursuant to Rules 8(a), 12(b)(1) and 12(b)(6) of the Federal Rules of Civil Procedure, on the grounds that (i) the Complaint fails to state a claim against the Underwriter Defendants, and (ii) Plaintiffs lack standing under Section 11 of the Securities Act of 1933 (the "'33 Act") to sue the Underwriter Defendants with respect to thirty-seven of the fifty-four offerings challenged by the Complaint, and lack standing under Section 12(a)(2) of the '33 Act with respect to all fifty-four challenged offerings.

This motion is based on this notice of motion and motion, the memorandum that follows, the motion, memorandum and request for judicial notice filed herewith by the Wells Fargo Defendants and the Individual Defendants, the motion and memorandum filed herewith by the Rating Agency Defendants, and all pleadings and records on file in this consolidated action.

STATEMENT OF ISSUES TO BE DECIDED

1
2 1. Whether Plaintiffs have failed to state a claim against the Underwriter Defendants
3 for violation of Sections 11 and 12(a)(2) of the '33 Act?

4 2. Whether Plaintiffs have standing to sue the Underwriter Defendants under Section
5 11 of the '33 Act with respect to thirty-seven of the fifty-four challenged offerings in which
6 Plaintiffs do not allege that they purchased any securities whatsoever?

7 3. Whether Plaintiffs have standing to sue Goldman Sachs, Bear Stearns, Deutsche
8 Bank, Credit Suisse, Citigroup and UBS under Section 12(a)(2) of the '33 Act where they have
9 not alleged that they bought securities in a public offering (as opposed to the secondary market)
10 directly from, or at the solicitation of, Goldman Sachs, Bear Stearns, Deutsche Bank, Credit
11 Suisse, Citigroup or UBS?

MEMORANDUM OF POINTS AND AUTHORITIES**INTRODUCTION**

12
13
14 Plaintiffs' claims relate to mortgage-backed pass-through certificates (the "Certificates")
15 issued by certain of the issuer-related defendants (collectively, the "Wells Fargo Defendants") in
16 fifty-four separate offerings (collectively, the "Offerings") between February 24, 2006 and
17 August 28, 2007. ¶ 45.¹ Plaintiffs charge that the offering materials failed to predict the risks
18 that eventually materialized with the unprecedented and unforeseen implosion of the global
19 housing markets, and thus violated Sections 11 and 12(a)(2) of the '33 Act.

20 In addition to failing to plead any actionable misrepresentation or omission as addressed
21 at length by the Wells Fargo Defendants, the great majority of Plaintiffs' claims fail for an
22 additional and fundamental reason — Plaintiffs lack standing to pursue those claims. Even
23 though Plaintiffs purchased securities in only seventeen of the Offerings and each of the
24 Offerings was underwritten by a different Underwriter Defendant, Plaintiffs nonetheless purport

25
26 ¹ "¶ __" refers to the Complaint; "Wells Fargo Mem." refers to the Wells Fargo Defendants'
27 and Individual Defendants' Memorandum of Points and Authorities in Support of Motion to
28 Dismiss the Consolidated Complaint, filed concurrently; "RJN" refers to the Request for Judicial
Notice In Support of the Wells Fargo Defendants' and Individual Defendants' Motion to Dismiss
the Consolidated Complaint, filed concurrently.

1 to assert claims against the Underwriter Defendants relating to all fifty-four of the Offerings.
2 Under well-established precedent, however, Plaintiffs cannot pursue Section 11 and 12 claims as
3 to those Offerings in which they did not purchase Certificates as they sustained no injury for
4 purposes of presenting a justiciable case or controversy, and are not within the narrow class of
5 individuals entitled to pursue these claims. To hold otherwise would be to allow Plaintiffs to
6 assert claims relating to Offerings in which they did not participate, involving distinct collateral
7 assets and separate issuers, and against Underwriter Defendants who had nothing to do with the
8 Offerings in which Plaintiffs actually bought Certificates (*i.e.*, Underwriter Defendants against
9 whom Plaintiffs have no cause of action). There is simply no basis for such a result. Therefore,
10 all of Plaintiffs' claims relating to Offerings in which they did not purchase Certificates must be
11 dismissed with prejudice.

12 Additionally, Plaintiffs do not allege the prerequisites of a Section 12(a)(2) claim — that
13 they purchased the Certificates in a public offering (rather than the secondary market) directly
14 from, or at the solicitation of, any of the Underwriter Defendants. This deficiency independently
15 requires dismissal of all of Plaintiffs' Section 12 claims.

16 ARGUMENT

17 As addressed in the Wells Fargo Defendants' dismissal brief, Plaintiffs' allegations are
18 classic fraud-by-hindsight, ignore the robust risk disclosures regarding these securitizations of
19 prime mortgages, and are untimely. To avoid burdening the Court with duplicative submissions,
20 the Underwriter Defendants adopt, and incorporate by reference, the arguments for dismissal
21 made by the Wells Fargo Defendants, and limit this brief to the question of standing.²

22 **I. PLAINTIFFS LACK STANDING**

23 It is axiomatic that, "[w]here a plaintiff lacks standing to bring a claim personally, that
24 plaintiff cannot represent the class." *In re Verifone Sec. Litig.*, 784 F. Supp. 1471, 1489-90
25 (N.D. Cal. 1992) (citations omitted), *aff'd*, 11 F.3d 865 (9th Cir. 1993); *see also In re Connetics*
26

27 ² The Underwriter Defendants also incorporate by reference the grounds for dismissal set forth
28 in Section II of the Rating Agency Defendants' Memorandum of Points and Authorities in
Support of Motion to Dismiss the Consolidated Complaint, filed concurrently.

1 *Corp. Sec. Litig.*, No. C 07-02940, 2008 U.S. Dist. LEXIS 62515, at *43 (N.D. Cal. Aug. 14,
2 2008) (same); *Plumbers Union Local No. 12 Pension Fund v. Nomura Asset Acceptance Corp.*,
3 No. 08-10446-RGS, 2009 WL 3149775, at *2 (D. Mass. Sept. 30, 2009) (“Standing is a
4 threshold inquiry and is particularly important in securities litigation, where strict application of
5 standing principles is needed to avoid vexatious litigation and abusive discovery.”) (citation
6 omitted).

7 That is, Plaintiffs cannot use the device of a class action to manufacture standing. As the
8 Supreme Court has explained:

9 District courts should be mindful that ‘named plaintiffs [in a class
10 action] must allege . . . that they personally have been injured, not
11 that injury has been suffered by other, unidentified members of a
class to which they belong and which they purport to represent.’

12 *Lewis v. Casey*, 518 U.S. 343, 357 (1996) (citations omitted). The Ninth Circuit has applied
13 these principles in dismissing claims asserted on behalf of a purported class where the named
14 plaintiffs do not individually have standing. *E.g., Table Bluff Reservation v. Philip Morris, Inc.*,
15 256 F.3d 879, 884 (9th Cir. 2001) (“Petitioners must allege and show that they personally have
16 been injured, not that injury has been suffered by other, unidentified members of the class to
17 which they belong and which they purport to represent. Unless these petitioners can thus
18 demonstrate the requisite case or controversy between themselves personally and respondents,
19 none may seek relief on behalf of himself or any other member of the class.”) (citation omitted);
20 *In re Ditropan XL Antitrust Litig.*, 529 F. Supp. 2d 1098, 1107 (N.D. Cal. 2007) (same). Thus,
21 “the proper procedure when the class plaintiff lacks individual standing is to dismiss the
22 complaint.” *In re Delmarva Sec. Litig.*, 794 F. Supp. 1293, 1309 (D. Del. 1992) (citation
23 omitted).

24 **A. Plaintiffs Lack Standing With Respect To Thirty-Seven Of The Fifty Four-**
25 **Challenged Offerings**

26 To have standing to pursue Section 11 claims on behalf of a class, at least one named
27 plaintiff must have purchased securities “actually issued in the offering for which the plaintiff
28 claims there was a false or otherwise misleading [] statement.” *See Guenther v. Cooper Life*

1 *Sciences, Inc.*, 759 F. Supp. 1437, 1439 (N.D. Cal. 1990). Similarly, to pursue Section 12(a)(2)
2 claims, a named plaintiff must have directly purchased securities in the challenged offering.

3 *E.g., In re Levi Strauss & Co. Sec. Litig.*, 527 F. Supp. 2d 965, 983 (N.D. Cal. 2007).

4 Plaintiffs acknowledge that they only purchased Certificates issued in seventeen of the
5 fifty-four challenged Offerings. ¶ 128. Therefore, Plaintiffs lack standing as to the thirty-seven
6 other Offerings, and all claims relating to those Offerings must be dismissed. *See In re Salomon*
7 *Smith Barney Mut. Fund Fees Litig.*, 441 F. Supp. 2d 579, 607-08 (S.D.N.Y. 2006) (dismissing
8 securities claims for lack of standing as to funds in which plaintiffs did not purchase shares);
9 *Ong v. Sears, Roebuck & Co.*, 388 F. Supp. 2d 871, 891-92 (N.D. Ill. 2004) (same); *Nenni v.*
10 *Dean Witter Reynolds, Inc.*, No. CIV A 98-12454-REK, 1999 WL 34801540, at *2 (D. Mass.
11 Sept. 29, 1999) (same).

12 The fact that the Certificates collectively derive from three common shelf registration
13 statements (collectively, the “Shelf Registration Statements”), is of no import to the standing
14 analysis. The shelf registration process merely serves as a baseline to facilitate qualified issuers
15 to offer securities periodically, pursuant to separate, later prospectus supplements for each
16 offering. *See* 17 C.F.R. § 230.415; *Delayed or Continuous Offering and Sale of Securities*,
17 Securities Act Release No. 33-6423, 47 Fed. Reg. 39,799 (Sept. 2, 1982). By definition, a shelf
18 registration statement cannot contain complete information regarding the terms of the securities
19 that might be offered in the future. *See* 17 C.F.R. § 230.430B; *Securities Offering Reform*,
20 Securities Act Release No. 33-8591, 70 Fed. Reg. 44,722 at 194-99 (July 19, 2005).

21 As such, each of the Offerings was governed by a separate prospectus supplement
22 (together, the “Prospectus Supplements”), which updated and amended the relevant Shelf
23 Registration Statement, as required by SEC regulations. *See In re Metro. Sec. Litig.*, 532 F.
24 Supp. 2d 1260, 1285 (E.D. Wa. 2007); 17 C.F.R. § 229.512(a)(1). Here, each Offering related to
25 a distinct pool of underlying mortgage assets that backed the Certificates. Thus, the fifty-four
26 Prospectus Supplements filed between February 2006 and August 2007 contained disclosures
27 specific to the Offering at issue — detailed and different historical information, different risk
28

1 factor disclosures, different financial statements, and different discussions about market, credit
2 and operational risks. *See* Wells Fargo Mem. Secs. II.A-B; RJN Exs. 2-5. As a result of those
3 variances, pursuant to SEC regulations, the offering materials for each of the fifty-nine Offerings
4 constituted “a new [and separate] registration statement relating to the securities offered therein.”
5 17 C.F.R. § 229.512(a)(2); *see also* 17 C.F.R. § 229.512(a)(1); *Finkel v. Stratton Corp.*, 962 F.2d
6 169, 174 (2d Cir. 1992).

7 Therefore, as a Massachusetts federal court recently recognized in a nearly identical
8 lawsuit challenging the sufficiency of disclosures in connection with numerous separate
9 securitizations deriving from a common base registration statement, “*the overwhelming weight of*
10 *authority*” holds that a plaintiff cannot pursue Section 11 and 12 claims with respect to offerings
11 in which it did not purchase securities. *See Nomura*, 2009 WL 3149775, at *4 (emphasis added).

12 *Nomura* is in accord with a spate of recent decisions. *See In re Wash. Mut., Inc. Sec.*
13 *Litig.*, No. 2:08-md-1919, slip op. at 29-30 (W.D. Wash. Oct. 27, 2009) (plaintiff had no standing to
14 pursue Section 11 and 12 claims for securities it did not purchase); *In re Wash. Mut. Inc. Sec.,*
15 *Derivative & ERISA Litig.*, Case No. 2:08-md-1919, 2009 U.S. Dist. LEXIS 41575, at **42-43
16 (W.D. Wash. May 15, 2009) (same); *La. Mun. Police Employees Ret. Sys. v. Merrill Lynch &*
17 *Co.*, No. 08-9063, Tr. at 9-29 (S.D.N.Y. Feb. 17, 2009); Tr. at 7-9, 62 (S.D.N.Y. Feb. 19, 2009);
18 *In re Friedman’s Inc. Sec. Litig.*, 385 F. Supp. 2d 1345, 1370-72 (N.D. Ga. 2005) (Section 11’s
19 “standing provisions limit putative plaintiffs to the narrow class of persons consisting of those
20 who purchase securities that are the direct subject of the prospectus *and* registration statement”) (emphasis added).³

23 ³ Plaintiffs in some of these cases have attempted to rely on the decision in *In re Countrywide*
24 *Fin. Corp. Sec. Litig.*, 588 F. Supp. 2d 1132 (C.D. Cal. 2008). The *Countrywide* decision is
25 contrary to the weight of precedent (*see supra*), is not binding and is factually inapposite.
26 Indeed, as the *Countrywide* court made clear, “none of the actions before [it we]re based on MBS
27 purchases.” *Id.* at 1144. By contrast, this action is *only* based on MBS purchases. Regardless,
28 the *Countrywide* court also recognized “the narrow application of its analysis” to the facts of that
case, which involved offerings by a single issuer (Countrywide itself, not individual
securitization vehicles) underwritten by common underwriters, and common misstatements in
the relevant registration statements and prospectuses. *Id.* at 1167. Those facts have no bearing
here, where each of the Offerings involved dozens of separate issuers, different underwriters,

1 Plaintiffs' lack of standing with respect to the thirty-seven Offerings in which they did
2 not purchase Certificates requires dismissal of (i) all of the claims against Barclays, BofA,
3 Countrywide, HSBC, Merrill Lynch and Morgan Stanley, which did not underwrite any of the
4 Offerings from which Plaintiffs purchased Certificates, and (ii) the majority of the claims against
5 the remaining Underwriter Defendants. *See* Tab 1 (chart identifying Offerings in which
6 Plaintiffs did not purchase Certificates). "To hold otherwise would shunt aside the inevitable
7 risk that any plaintiff could sue a defendant against whom a plaintiff has no claim in a putative
8 class action." *Nomura*, 2009 WL 3149775, at **3-5.⁴

9
10 **B. Plaintiffs Lack Standing To Pursue Section 12(a)(2) Claims**

11 To maintain a Section 12(a)(2) claim, a plaintiff must factually allege that it purchased
12 securities in a public offering (as opposed to the secondary market) directly from, or at the
13 solicitation of, the defendant. *See Hertzberg v. Dignity Partners, Inc.*, 191 F.3d 1076, 1081 (9th
14 Cir. 1999) ("Section 12, by contrast [to Section 11], permits suit against a seller of a security by
15 prospectus only by 'the person purchasing such security from him,' thus specifying that a
16 plaintiff must have purchased the security directly from the issuer of the prospectus."); *In re*
17 *Infonet Servs. Corp. Sec. Litig.*, 310 F. Supp. 2d 1080, 1102 (C.D. Cal. 2003) (to pursue Section
18 12(a)(2) claims, a named plaintiff "must establish that he or she purchased shares directly in the
19 offering pursuant to the prospectus alleged to be misleading") (citation omitted); *In re*
20 distinct assets, and a unique Prospectus Supplement for each Offering disclosing the particulars
of that securitization.

21 ⁴ Plaintiffs also lack standing because they have not alleged any actual loss with respect to the
22 majority of the Certificates. *See In re AOL Time Warner, Inc. Sec. & ERISA Litig.*, 381 F. Supp.
23 2d 192, 246 (S.D.N.Y. 2004) (dismissing Section 11 claim for failure to plead cognizable loss).
24 Unlike publicly traded equity or debt instruments, mortgage-backed securities are contractual
25 rights to a portion of principal and interest payments from underlying loan pools, whose value is
26 derived from the future cash flows generated by the loan pools. *See Asset-Backed Securities*,
27 Securities Act Release No. 8518, Exchange Act Release No. 50,905, 70 Fed. Reg. 1506, 1508,
28 1510-11 (Jan. 7, 2005); *In re First Union Corp. Sec. Litig.*, 128 F. Supp. 2d 871, 894 n.22
(W.D.N.C. 2001) ("Valuation of mortgage-backed securities such as those at issue here
essentially is an exercise in estimating expected future cash flows."). Investors in mortgage-
backed securities consequently can suffer "damages" only when they do not receive cash flow
payments to which they are entitled. The Complaint does not allege that Plaintiffs have failed to
receive any such payments.

1 *See Beyond Techs. Corp. Secs. Litig.*, 266 F. Supp. 2d 1150, 1171 (C.D. Cal. 2003) (Section 12
2 claims need to “be premised on direct purchases”).

3 In recognition of this fundamental requirement, Plaintiffs do not assert Section 12(a)(2)
4 claims against those Underwriter Defendants who had no involvement in the issuance of the
5 Certificates that Plaintiffs purchased. However, Plaintiffs erroneously assert Section 12(a)(2)
6 claims against Goldman Sachs, Bear Stearns, Deutsche Bank, Credit Suisse, Citigroup and UBS,
7 evidently because those Underwriter Defendants underwrote the Offerings in which the
8 Certificates purchased by Plaintiffs were issued. ¶¶ 147-155. But *the Complaint does not allege*
9 — as it must to withstand dismissal — that Plaintiffs either purchased Certificates from those
10 Underwriter Defendants or that Plaintiffs bought any Certificates directly in the Offerings, as
11 opposed to the secondary market. ¶¶ 1, 128, 129, 143; *see, e.g., In re Wash. Mut.*, slip op. at 38;
12 *In re Musicmaker.com Sec. Litig.*, Case No. CV 00-2018, 2001 U.S. Dist. LEXIS 25118, at
13 **50-52 (C.D. Cal. June 4, 2001) (dismissing Section 12(a)(2) claims because the plaintiffs
14 failed to allege that they “purchased shares in the offering under the prospectus”); *DeMaria v.*
15 *Andersen*, 153 F. Supp. 2d 300, 307 (S.D.N.Y. 2001) (dismissing Section 12(a)(2) claim where
16 the “complaint does [not] even state any named plaintiff purchased in the ILife IPO,” but merely
17 alleges purchases “during the Class Period”), *aff’d*, 318 F.3d 170 (2d Cir. 2003).

18 Instead, Plaintiffs simply state they purchased their Certificates “pursuant or traceable to
19 Wells Fargo Asset Securities Corporation’s July 29, 2005 Registration Statement, October 20,
20 2005 Registration Statement, or September 27, 2006 Registration Statement, and the
21 accompanying prospectus and prospectus supplements.” ¶ 129. Vague and conclusory
22 allegations identical to these — that plaintiffs “purchased Certificates pursuant and/or traceable
23 to the Prospectuses” (¶ 153) — have repeatedly been rejected as insufficient to establish
24 standing. *See, e.g., In re Prestige Brands Holding, Inc.*, No. 05 CV. 06924, 2006 U.S. Dist.
25 LEXIS 46667, at *27 (S.D.N.Y. July 10, 2006) (“to the extent that shareholders allege, as here,
26 merely that they bought shares ‘traceable to’ or ‘in connection with’ an IPO, they lack standing,
27 and the Complaint is to that extent dismissed”). “If plaintiffs did in fact purchase the Certificates
28

1 directly from the defendants, they should have said so. An evasive circumlocution does not
2 suffice as a substitute.” *Nomura*, 2009 WL 314915, at *4.

3 Accordingly, Plaintiffs’ Section 12(a)(2) claims against Goldman Sachs, Bear Stearns,
4 Deutsche Bank, Credit Suisse, Citigroup and UBS should be dismissed.

5 **CONCLUSION**

6 For the reasons set forth above and in the Wells Fargo and Rating Agency Defendants’
7 dismissal briefs, the Underwriter Defendants respectfully request that the claims against them be
8 dismissed with prejudice.

9 Dated: October 30, 2009

10
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TAB 1

OFFERINGS PURSUANT TO WHICH PLAINTIFFS MADE NO PURCHASES*			
ISSUING TRUST	APPROXIMATE OFFERING DATE	AMOUNT	UNDERWRITER
Wells Fargo Mortgage Backed Securities 2006-AR3 Trust	February 27, 2006	\$598,493,100	Morgan Stanley & Co. Incorporated
Wells Fargo Mortgage Backed Securities 2006-AR7 Trust	April 24, 2006	\$988,349,100	HSBC Securities (USA), Inc.
Wells Fargo Mortgage Backed Securities 2006-5 Trust	April 26, 2006	\$286,087,730	Barclays Capital, Inc./ Citigroup Global Markets, Inc.
Wells Fargo Mortgage Backed Securities 2006-7 Trust	May 26, 2006	\$421,290,254	RBS Greenwich Capital Markets, Inc./ UBS Securities, LLC
Wells Fargo Mortgage Backed Securities 2006-8 Trust	June 29, 2006	\$1,393,279,582	Countrywide Securities Corporation/ Banc of America Securities, LLC
Wells Fargo Mortgage Backed Securities 2006-9 Trust	July 28, 2006	\$1,287,506,224	HSBC Securities (USA), Inc./ Banc of America Securities, LLC
Wells Fargo Mortgage Backed Securities 2006-10 Trust	July 31, 2006	\$821,744,309	Credit Suisse Securities (USA), LLC
Wells Fargo Mortgage Backed Securities 2006-AR13 Trust	August 25, 2006	\$777,713,100	Morgan Stanley & Co. Incorporated
Wells Fargo Mortgage Backed Securities 2006-11 Trust	August 29, 2006	\$995,131,921	RBS Greenwich Capital Markets, Inc.
Wells Fargo Mortgage Backed Securities 2006-AR16 Trust	September 21, 2006	\$496,559,100	Citigroup Global Markets, Inc.
Wells Fargo Mortgage Backed Securities 2006-14 Trust	September 22, 2006	\$597,306,104	Citigroup Global Markets, Inc./ Lehman Brothers Inc.
Wells Fargo Mortgage Backed Securities 2006-13 Trust	September 27, 2006	\$896,001,309	Countrywide Securities Corporation/ Lehman Brothers Inc.
Wells Fargo Mortgage Backed Securities 2006-AR15 Trust	September 27, 2006	\$397,898,100	Deutsche Bank Securities, Inc.

* This chart is based on the allegations of the Complaint.

ISSUING TRUST	APPROXIMATE OFFERING DATE	AMOUNT	UNDERWRITER
Wells Fargo Mortgage Backed Securities 2006-12 Trust	September 29, 2006	\$895,867,893	Bear Stearns & Co. Inc.
Wells Fargo Mortgage Backed Securities 2006-AR18 Trust	October 24, 2006	\$1,195,150,100	UBS Securities, LLC
Wells Fargo Mortgage Backed Securities 2006-17 Trust	October 25, 2006	\$325,008,681	UBS Securities, LLC
Wells Fargo Mortgage Backed Securities 2006-15 Trust	October 26, 2006	\$3,233,940,146	Citigroup Global Markets, Inc.
Wells Fargo Mortgage Backed Securities 2006-16 Trust	October 27, 2006	\$1,500,335,664	Bardays Capital, Inc./ UBS Securities, LLC
Wells Fargo Mortgage Backed Securities 2006-AR19 Trust	November 21, 2006	\$796,542,900	Deutsche Bank Securities, Inc.
Wells Fargo Mortgage Backed Securities 2006-18 Trust	November 27, 2006	\$2,487,782,970	Citigroup Global Markets, Inc./ UBS Securities, LLC
Wells Fargo Mortgage Backed Securities 2006-20 Trust	November 28, 2006	\$199,659,047	Merrill, Lynch, Pierce, Fenner & Smith, Inc. /Banc of America Securities, LLC
Wells Fargo Mortgage Backed Securities 2006-19 Trust	November 28, 2006	\$274,342,646	Bear, Stearns & Co., Inc./ Banc of America Securities, LLC
Wells Fargo Mortgage Backed Securities 2007-1 Trust	January 29, 2007	\$597,986,428	RBS Greenwich Capital Markets, Inc./ Citigroup Global Markets, Inc.
Wells Fargo Alternative Loan 2007-PA1 Trust	February 26, 2007	\$715,199,739	Merrill, Lynch, Pierce, Fenner & Smith, Inc.
Wells Fargo Mortgage Backed Securities 2007-2 Trust	February 28, 2007	\$1,504,581,600	Bear, Stearns & Co., Inc./ Citigroup Global Markets, Inc./ Lehman Brothers Inc.
Wells Fargo Mortgage Backed Securities 2007-AR3 Trust	March 20, 2007	\$485,863,100	UBS Securities, LLC
Wells Fargo Mortgage Backed Securities 2007-4 Trust	March 27, 2007	\$1,791,060,422	RBS Greenwich Capital Markets, Inc./ Citigroup Global Markets, Inc.
Wells Fargo Mortgage Backed Securities 2007-3 Trust	March 28, 2007	\$1,348,185,173	Lehman Brothers Inc./ Banc of America Securities, LLC/ UBS Securities, LLC
Wells Fargo Mortgage Backed Securities 2007-6 Trust	April 27, 2007	\$696,811,198	Bear, Stearns & Co., Inc.
Wells Fargo Mortgage Backed Securities 2007-5 Trust	April 27, 2007	\$459,897,307	Citigroup Global Markets, Inc./ Banc of America Securities, LLC
Wells Fargo Mortgage Backed Securities 2007-7 Trust	May 29, 2007	\$5,074,621,629	Bear, Stearns & Co., Inc.
Wells Fargo Mortgage Backed Securities 2007-9 Trust	June 28, 2007	\$749,586,914	Countrywide Securities Corporation/ UBS Securities, LLC
Wells Fargo Mortgage Backed Securities 2007-8 Trust	June 29, 2007	\$2,736,274,839	HSBC Securities (USA), Inc.

ISSUING TRUST	APPROXIMATE OFFERING DATE	AMOUNT	UNDERWRITER
Wells Fargo Mortgage Backed Securities 2007-10 Trust	June 29, 2007	\$1,692,241,638	UBS Securities, LLC
Wells Fargo Mortgage Backed Securities 2007-13 Trust	August 27, 2007	\$482,513,542	Deutsche Bank Securities, Inc.
Wells Fargo Mortgage Backed Securities 2007-12 Trust	August 27, 2007	\$365,570,818	Barclays Capital, Inc.
Wells Fargo Mortgage Backed Securities 2007-AR4 Trust	August 28, 2007	\$416,850,100	Lehman Brothers Inc.